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11 OCMBC, INC. dba LOANSTREAM
12 MORTGAGE

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

12 KIMBERLY HUDSON-BRYANT,
13 individually and on behalf of all others
14 similarly situated,

14 Plaintiff,

15 v.

16 OCMBC, INC. D/B/A
17 LOANSTREAM, PREMIER
18 FINANCIAL MARKETING LLC
19 D/B/A RESMO LENDING, AND
20 SEAN ROBERTS,

19 Defendants.

Case No. 8:24-cv-67-FWS-JDE

**OCMBC, INC.'S RESPONSE TO
KIMBERLY HUDSON-BRYANT'S
FIRST AMENDED CLASS ACTION
COMPLAINT**

Judge: Hon. Fred W. Slaughter
Magistrate Judge: Hon. John D. Early

Action Filed: September 10, 2024
Trial Date: Not Set

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1 Defendant OCMBC, INC. D/B/A LOANSTREAM (“Defendant”), on behalf
2 of itself and no others, hereby submits the following Answer to the First Amended
3 Complaint (“FAC”) filed in this action by Plaintiff KIMBERLY HUDSON-
4 BRYANT (“Plaintiff”):

5 **NATURE OF ACTION**

6 1. Paragraph 1 of the FAC contains a legal conclusion to which no
7 response is required. To the extent the paragraph contains a factual allegation,
8 Defendant denies said allegation.

9 2. Paragraph 2 of the FAC contains a legal conclusion to which no
10 response is required. To the extent the paragraph contains a factual allegation,
11 Defendant denies said allegation.

12 **PARTIES**

13 3. Defendant admits that Plaintiff is a natural person but, lacks sufficient
14 information or belief to admit or deny whether Plaintiff currently resides in Texas
15 and, on that basis, denies such allegations.

16 4. Defendant admits that it is a limited liability company located in
17 California. Defendant denies the remaining allegations of Paragraph 4.

18 5. Defendant lacks sufficient information and belief to admit or deny the
19 allegations of paragraph 5 and on that basis denies said allegations.

20 6. Defendant denies hiring Sean Roberts to make telemarketing calls.
21 Defendant lacks sufficient information and belief to admit or deny the remaining
22 allegations of Paragraph 6 and on that basis denies said allegations.

23 **JURISDICTION AND VENUE**

24 7. Paragraph 7 of the complaint contains a legal conclusion to which no
25 response is required.

26 8. Paragraph 8 of the FAC contains a legal conclusion to which no
27 response is required.

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1 9. Defendant lacks sufficient information and belief to admit or deny the
2 allegations of paragraph 9 and on that basis denies said allegations.

3 **TCPA BACKGROUND**

4 10. Paragraph 10 of the FAC contains conclusions of law and legal
5 arguments to which no response is required..

6 11. Paragraph 11 of the FAC contains conclusions of law and legal
7 arguments to which no response is required..

8 12. Paragraph 12 of the FAC contains conclusions of law and legal
9 arguments to which no response is required. To the extent the paragraph contains
10 factual allegations, Defendant denies them.

11 **FACTUAL ALLEGATIONS**

12 13. Defendant admits it is a “person” as defined in Paragraph 13.

13 14. Defendant lacks sufficient information and belief to admit or deny the
14 allegations of paragraph 14 and on that basis denies said allegations.

15 15. Defendant lacks sufficient information and belief to admit or deny the
16 allegations of paragraph 15 and on that basis denies said allegations.

17 16. Defendant lacks sufficient information and belief to admit or deny the
18 allegations of paragraph 16 and on that basis denies said allegations.

19 17. Defendant denies the allegations of paragraph 17.

20 18. Defendant lacks sufficient information and belief to admit or deny the
21 allegations of paragraph 18 and on that basis denies said allegations.

22 19. Defendant lacks sufficient information and belief to admit or deny the
23 allegations of paragraph 19 and on that basis denies said allegations.

24 20. Defendant lacks sufficient information and belief to admit or deny the
25 allegations of paragraph 20 and on that basis denies said allegations.

26 21. Defendant lacks sufficient information and belief to admit or deny the
27 allegations of paragraph 21 and on that basis denies said allegations.

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1 22. Defendant lacks sufficient information and belief to admit or deny the
2 allegations of paragraph 22 and on that basis denies said allegations.

3 23. Defendant denies the allegations of paragraph 23.

4 24. Defendant denies receiving any email from Plaintiff.

5 25. Paragraph 25 of the complaint contains a legal conclusion to which no
6 response is required. To the extent the paragraph contains a factual allegation,
7 Defendant lacks sufficient information and belief and on that basis denies said
8 allegation.

9 26. Paragraph 26 of the FAC contains a legal conclusion to which no
10 response is required. To the extent the paragraph contains a factual allegation,
11 Defendant lacks sufficient information and belief and on that basis denies said
12 allegation.

13 27. Defendant denies the allegations of paragraph 27.

14 28. Paragraph 28 of the FAC contains a legal conclusion to which no
15 response is required. To the extent the paragraph contains a factual allegation,
16 Defendant denies said allegation.

17 29. Paragraph 29 of the FAC contains conclusions of law and legal
18 arguments to which no response is required. To the extent the paragraph contains
19 factual allegations, Defendant denies them.

20 30. Paragraph 30 of the FAC contains conclusions of law and legal
21 arguments to which no response is required. To the extent the paragraph contains
22 factual allegations, Defendant denies them.

23 31. Paragraph 31 of the FAC contains conclusions of law and legal
24 arguments to which no response is required. To the extent the paragraph contains
25 factual allegations, Defendant denies them.

26 32. Defendant denies allegations in Paragraph 32.

27 33. Defendant denies allegations in Paragraph 33.

28 34. Defendant denies allegations in Paragraph 34.

1 35. Defendant denies allegations in Paragraph 35.
2 36. Defendant denies allegations in Paragraph 36.
3 37. Defendant denies allegations in Paragraph 37.
4 38. Defendant denies allegations in Paragraph 38.
5 39. Defendant denies allegations in Paragraph 39.
6 40. Defendant denies hiring Resmo and Roberts to make the phone calls
7 alleged.
8 41. Defendant denies hiring Resmo and Roberts to make the phone calls
9 alleged..
10 42. Defendant denies hiring Resmo and Roberts to make the phone calls
11 alleged..
12 43. Defendant denies hiring Resmo and Roberts to make the phone calls
13 alleged..
14 44. Defendant denies hiring Resmo and Roberts to make the phone calls
15 alleged..
16 45. Defendant denies hiring Resmo and Roberts to make the phone calls
17 alleged..
18 46. Defendant denies hiring Resmo and Roberts to make the phone calls
19 alleged..
20 47. Defendant denies hiring Resmo and Roberts to make the phone calls
21 alleged..
22 48. Defendant denies hiring Resmo and Roberts to make the phone calls
23 alleged..
24 49. Defendant denies allegations in Paragraph 49.
25 50. Paragraph 50 of the FAC contains conclusions of law and legal
26 arguments to which no response is required. To the extent the paragraph contains
27 factual allegations, Defendant denies them.
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1 51. Defendant denies hiring Resmo and Roberts to make the phone calls
2 alleged..

3 52. Defendant denies hiring Resmo and Roberts to make the phone calls
4 alleged..

5 53. Defendant denies hiring Resmo and Roberts to make the phone calls
6 alleged..

7 54. Defendant denies hiring Resmo and Roberts to make the phone calls
8 alleged..

9 55. Paragraph 55 of the FAC contains conclusions of law and legal
10 arguments to which no response is required. To the extent the paragraph contains
11 factual allegations, Defendant lacks sufficient information and belief and on that
12 basis denies them.

13 56. Defendant denies allegations in Paragraph 56.

14 **CLASS ACTION ALLEGATIONS**

15 57. Paragraph 57 of the FAC contains conclusions of law and legal
16 arguments to which no response is required. To the extent the paragraph contains
17 factual allegations, Defendant denies them.

18 58. Paragraph 58 of the FAC contains legal conclusions to which no
19 response is required. To the extent the paragraph contains factual allegations,
20 Defendant denies them

21 59. Paragraph 59 of the FAC contains a legal conclusion to which no
22 response is required. To the extent the paragraph contains factual allegations,
23 Defendant denies said allegations.

24 **Numerosity**

25 60. Paragraph 60 of the FAC contains conclusions of law and legal
26 arguments to which no response is required. To the extent the paragraph contains
27 factual allegations, Defendant denies them.

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61. Paragraph 61 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

62. Paragraph 62 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

63. Paragraph 63 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

64. Paragraph 64 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

Commonality

65. Paragraph 65 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

66. Paragraph 66 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

Typicality

67. Paragraph 67 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

Adequacy Representation

68. Paragraph 68 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant lacks sufficient information and belief and on that basis denies them.

69. Paragraph 69 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant lacks sufficient information and belief and on that basis denies them.

Superiority

70. Paragraph 70 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

71. Paragraph 71 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

72. Paragraph 72 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

73. Paragraph 73 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

74. Paragraph 74 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

75. Paragraph 75 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

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COUNT I

**Telephone Consumer Protection Act
(Violations of 47 U.S.C. § 227)
(On Behalf of Plaintiff and the National Do Not Call Registry Class)**

76. Defendant incorporates by reference its responses contained in paragraphs 1 through 75.

77. Defendant denies allegations in Paragraph 77.

78. Defendant denies the allegations of paragraph 78.

79. Defendant denies allegations in paragraph 79.

80. Paragraph 80 of the FAC contains conclusions of law and legal arguments to which no response is required. To the extent the paragraph contains factual allegations, Defendant denies them.

AFFIRMATIVE DEFENSES

As and for separate affirmative defenses to the First Amended Complaint, and without assuming or shifting any burden of proof required for Plaintiff to establish her claims, Defendant alleges on information and belief as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. The allegations of the FAC fail to state a claim against Defendant upon which relief can be granted because, without limitation, the Plaintiff does not provide sufficient facts to state a claim for relief that is plausible on its face.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

2. The purported claims set forth in the FAC are barred in whole or in part by the applicable statute of limitations.

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THIRD AFFIRMATIVE DEFENSE

(Laches)

3. The purported claims set forth in the FAC are barred in whole or in part by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

(Absence of Standing)

4. Plaintiff's claims are barred to the extent she has no standing to pursue the claims alleged.

FIFTH AFFIRMATIVE DEFENSE

(Consent)

5. Defendant contends that it is not liable for the claims alleged in the FAC, as none of Defendant's representatives ever contacted Plaintiff, no person by the name of "Karisha" worked for Defendant in October of 2021, and Defendant has never controlled, managed, or operated a phone number with the Caller ID 213-521-2618. Defendant is a business-to-business company that does not operate call centers or make solicitation calls. Defendant did not hire Sean Roberts or Resmo Lending to conduct the calls alleged. To the extent the Court finds Defendant committed the acts and/or conduct alleged in the Complaint, Plaintiff's acts, conduct and/or statements constituted consent to the alleged acts and/or conduct.

SIXTH AFFIRMATIVE DEFENSE

(Conduct of Others)

6. Plaintiff's damages, if any, were caused by the actions or inactions of others over whom this answering Defendant had no control.

SEVENTH AFFIRMATIVE DEFENSE

(Equitable Indemnity)

7. To the extent that Plaintiff has suffered any damage as a result of any alleged act or omission of Defendant, which Defendant denies, Defendant is entitled

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1 to equitable indemnity according to comparative fault from other persons and/or
2 entities causing or contributing to such damages, if any

3 **EIGHTH AFFIRMATIVE DEFENSE**

4 **(Unclean Hands)**

5 8. Defendant alleges on information and belief that the FAC, including each
6 and every cause of action alleged therein, is barred under the equitable doctrine of
7 unclean hands.

8 **NINTH AFFIRMATIVE DEFENSE**

9 **(Estoppel)**

10 9. Defendant alleges on information and belief that Plaintiff has engaged in
11 conduct and activities by reason of which they are estopped to assert any claim against
12 Defendant.

13 **TENTH AFFIRMATIVE DEFENSE**

14 **(Business Justification and Privilege)**

15 10. Defendant contends that it is not liable for the claims alleged in the FAC,
16 as none of Defendant's representatives ever contacted Plaintiff, no person by the name
17 of "Karisha" worked for Defendant in October of 2021, and Defendant has never
18 controlled, managed, or operated a phone number with the Caller ID 213-521-2618.
19 Defendant is a business-to-business company that does not operate call centers or
20 make solicitation calls. Defendant did not hire Sean Roberts or Resmo Lending to
21 conduct the calls alleged. To the extent the Court finds Defendant committed the acts
22 and/or conduct alleged in the Compliant. Defendant's actions, if any, were undertaken
23 in good faith, without malice, and in accordance Defendant's legal rights, in order to
24 further and protect the legitimate business interests of Defendant and was thus
25 justified and privileged. Therefore, Plaintiff is barred from recovering any damages
26 against Defendant.

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1 **WHEREFORE**, Defendant OCMBC, Inc., d/b/a/ Loanstream Mortgage.
2 requests judgment as follows:

3 1. That Plaintiff takes nothing by her First Amended Complaint, which
4 should be dismissed with prejudice;

5 2. That Defendant recover from Plaintiff its costs according to proof;

6 3. That Defendant recover its attorneys' fees according to proof; and

7 4. That the Court order such other further reasonable relief as the Court may
8 deem just and proper.

9 DATED: October 15, 2024

SOLOMON WARD SEIDENWURM &
SMITH, LLP

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12 By: /s/ Thomas F. Landers
13 THOMAS F. LANDERS
14 ADAM R. SCOTT
15 Attorneys for Defendant OCMBC,INC.
16 d/b/a LOANSTREAM MORTGAGE
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CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of August, 2024, I electronically filed the foregoing **OCMBC, INC.'S RESPONSE TO KIMBERLY HUDSON-BRYANT'S FIRST AMENDED CLASS ACTION COMPLAINT** with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Dana Oliver Counsel for Plaintiff
OLIVER LAW CENTER, INC.
dana@danaoliverlaw.com

Anthony I. Paronich Pro Hac Vice Counsel for
PARONICH LAW PC Plaintiff
anthony@paronichlaw.com

Andrew R Perrong Pro Hac Vice Counsel for
PERRONG LAW LLC Plaintiff
a@parronglaw.com

I also certify the document and a copy of the Notice of Electronic Filing was served via U.S. Mail on the following non-CM/ECF participants:

Sean Roberts Defendant in Pro Se
1812 Port Abbey Pl
Newport Beach, CA 92660

/s/ Woody Doolittle
Woody Doolittle